REMARKS

The Examiner has objected to Claim 17 due to informalities. Applicant respectfully asserts that such objection has been avoided in view of the clarification made to such claim.

The Examiner has rejected Claims 1-5, 8-29, and 31 under 35 U.S.C. 102(e) as being anticipated by Remer et al. (U.S. Publication No. 2003/0088516). Applicant respectfully disagrees with such rejection, especially in view of the amendments made hereinabove to each of the independent claims. Specifically, applicant has amended the independent claims to at least substantially include the subject matter of former dependent Claim 29.

With respect to the independent claims, the Examiner has relied on, in a blanket manner, paragraphs 0019-0024, and 0044-0086 from the Remer reference to make a prior art showing of applicant's claimed "at least one instruction set for communicating with the license enforcement server and receiving a message from the license enforcement server indicating a state of authorization associated with the licensed activity, the at least one instruction set being associated with the at least one computational device" (see this or similar, but not necessarily identical language in the independent claims).

Further, the Examiner argued that "Remer provides a mechanism [0024] for communications of the state of authorization between the client system and the enforcement server and the gateway (VAR)." Applicant respectfully disagrees and asserts that paragraph 0024 in Remer merely discloses that "[t]he interaction between the service agent and the third party can be implemented over a network such as the internet by the exchange of a license file using standard communication protocols" (emphasis added). In addition, paragraph 0022 in Remer teaches that "[t]he service agent periodically pushes the refreshed licenses back to the POS computers with which they are uniquely identified" (emphasis added).

However, the mere disclosure that a service agent and third party exchange a license file over a network and that the service agent pushes refreshed licenses to the POS computers simply fails to even suggest "at least one instruction set for communicating with the license enforcement server and receiving a message from the license enforcement server indicating a state of authorization associated with the licensed activity, the at least one instruction set being associated with the at least one computational device" (emphasis added), as claimed by applicant. Clearly, Remer's disclosure of pushing and exchanging license files fails to disclose "receiving a message from the license enforcement server indicating a state of authorization associated with the licensed activity" (emphasis added), as claimed by applicant.

Further, with respect to the independent claims, the Examiner has relied on, in a blanket manner, Figure 1, and paragraphs 0023-0024, 0034-0037, and 0047-0085 from the Remer reference to make a prior art showing of applicant's claimed "namespace tree uniquely identifying the licensed activity" (see this or similar, but not necessarily identical language in the independent claims).

Further, the Examiner argued that "[t]he database provided anticipates a namespace tree and provides for the same functionality." Applicant respectfully disagrees and asserts that paragraph 0055 in Remer discloses that "[t]he service agent maintains a discovery database of retrieved and collected licenses from the POS computers, and purchased licenses issued by the VAR web site" (emphasis added). Clearly, the mere disclosure of a discovery database of retrieved, collected, and purchased licenses fails to even suggest a "namespace tree uniquely identifying the licensed activity" (emphasis added), as claimed by applicant.

In addition, with respect to the independent claims, the Examiner has relied on, again in a blanket manner, paragraphs 0021-0028, 0031-0035, and 0053-0095 from the Remer reference to make a prior art showing of applicant's claimed technique "wherein the license enforcement server connects to the license enforcement gateway to

synchronize and validate at least one of the database and the namespace tree" (see this or similar, but not necessarily identical language in the independent claims).

The Examiner argued that "[t]he server connects to the gateway and validates licenses from the clients." Applicant respectfully disagrees and asserts that paragraph 0055 in Remer merely discloses that "[t]he service agent maintains a discovery database of retrieved and collected licenses from the POS computers, and purchased licenses issued by the VAR web site" (emphasis added). Clearly, the mere disclosure that the service agent maintains a discovery database of retrieved and collected licenses from the POS computer and purchased licenses issued by the VAR web site *teaches away* from applicant's technique "wherein the license enforcement server connects to the license enforcement gateway to synchronize and validate at least one of the database and the namespace tree" (emphasis added), as claimed, since the discovery database also relies on licenses received from the POS computers.

In addition, paragraph 0055 in Remer discloses that "[t]he service agent validates all licenses that it receives, and stores only valid licenses in the Servicing component discovery database" (emphasis added). Again, the mere disclosure in Remer that the service agent validates all licenses that it received fails to even suggest a technique "wherein the license enforcement server connects to the license enforcement gateway to synchronize and validate at least one of the database and the namespace tree" (emphasis added), as claimed by applicant.

Moreover, with respect to the independent claims, the Examiner has relied on, in a blanket manner, Figure 3, and paragraphs 0024-0029, 0035, 0047-0073, and 0077-0085 from the Remer reference to make a prior art showing of applicant's claimed technique "wherein an alarm is created if the state of authorization includes an unauthorized state" (see this or similar, but not necessarily identical language in the independent claims).

Still yet, the Examiner argued that "Remer provides for issuing an alert when a license is unauthorized." Applicant respectfully disagrees and asserts that paragraph

0077 in Remer merely discloses that "[i]f the digital signature of the POS license was not valid, then the service agent issues an alert (320)" (emphasis added). In addition, paragraph 0080 in Remer discloses a technique to notify the end user in item 430 if "[t]he POS first verifies whether the license has actually expired (420)" (emphasis added). Further, in paragraph 0080, Remer discloses that "[t]he POS then verifies that the digital signature of the current POS license is valid (440)" and "[i]f it is not valid, then the end user (450) is again notified." Clearly, the service agent issuing an alert when the POS license is not valid, and the end user being notified if the POS verifies that the license has expired or is invalid fails to even suggest a technique "wherein an alarm is created if the **state** of authorization includes an unauthorized **state**" (emphasis added), as claimed by applicant.

Also, with respect to the independent claims, the Examiner has relied on, in a blanket manner, Tables 1-3, and paragraphs 0021-0029, 0032-0035, and 0047-0084 from the Remer reference to make a prior art showing of applicant's claimed "license enforcement server [which] authorizes licenses without communicating with the license enforcement gateway between the periodic confirmations" (see this or similar, but not necessarily identical language in the independent claims).

Applicant respectfully asserts that the excerpts from Remer relied upon by the Examiner merely disclose that "the service management console (30) acts as a proxy license server, retrieving existing licenses from the POS computers (20), and interacting with a third party vendor website (60) that issues new purchased licenses over a network such as the internet (70)" (paragraph 0032 – emphasis added). In addition, in paragraph 0054, Remer discloses that "the Servicing component resides on a service management console ... [which] acts as a proxy server, and provides the conduit through which licenses flow between the VAR web site and the POS computers" (emphasis added). Clearly, the mere disclosure that the service management console acts as a proxy server through which licenses flow between the VAR and the POS fails to even suggest that "the license enforcement server authorizes licenses **without** communicating with the

license enforcement gateway between the periodic confirmations" (emphasis added), as claimed by applicant.

The Examiner is reminded that a claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described in a single prior art reference. *Verdegaal Bros. v. Union Oil Co. Of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). Moreover, the identical invention must be shown in as complete detail as contained in the claim. *Richardson v. Suzuki Motor Co.* 868 F.2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). The elements must be arranged as required by the claim.

This criterion has simply not been met by the above reference, as noted above. Nevertheless, despite such paramount deficiencies and in the spirit of expediting the prosecution of the present application, applicant has amended each of the independent claims to further distinguish applicant's claim language from the above reference, as follows:

> "wherein the licensed activity is prevented if the state of authorization includes an unauthorized state" (see this or similar, but not necessarily identical language in the independent claims).

With respect to the subject matter of former Claim 29 (now at least substantially incorporated into each of the independent claims), the Examiner has relied on, in a blanket manner, paragraphs 0019-0028 from the Remer from the above reference to make a prior art showing of applicant's claimed technique "wherein the licensed activity is prevented if the state of authorization includes an unauthorized state." (see this or similar, but not necessarily identical language in the independent claims).

The Examiner argued that "for the application to run it must be authorized." However, applicant respectfully asserts that the excerpts from Remer relied upon by the Examiner merely disclose that '[t]he trial license allows the end user to "test drive" the

software service for a predetermined amount of time' (emphasis added). However, the mere disclosure that the license allows the end user to test drive the application for a predetermined amount of time simply fails to even suggest that "wherein the licensed activity is prevented if the **state of authorization** includes an unauthorized state" (emphasis added).

Again, the foregoing anticipation criterion has simply not been met by the above reference, as noted above. Thus, a notice of allowance or specific prior art showing of each of the foregoing claim elements, in combination with the remaining claimed features, is respectfully requested.

To this end, all of the independent claims are deemed allowable. Moreover, the remaining dependent claims are further deemed allowable, in view of their dependence on such independent claims.

In the event a telephone conversation would expedite the prosecution of this application, the Examiner may reach the undersigned at (408) 505-5100. The Commissioner is authorized to charge any additional fees or credit any overpayment to Deposit Account No. 50-1351 (Order No. NA11P244/01.238.01).

Respectfully submitted,
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